

AGREEMENT

THIS AGREEMENT, Made this ^{MAR 28, 19/400 53} 4TH day of ^{D- 576-400} March A. D. 1974, 16.

by and between THE CITY OF PHILADELPHIA, party of the first part (hereinafter called "City") and the TOWNSHIP OF SPRINGFIELD, Montgomery County, Commonwealth of Pennsylvania, party of the second part (hereinafter called "Township").

WITNESSETH

WHEREAS, Pursuant to an ordinance of City Council approved November 13, 1946, City and Township entered into an agreement dated January 4, 1947 for the receipt, conveyance and treatment of sewage from the Erdenheim and Whitmarsh sections of Township by the City; and

WHEREAS, Pursuant to an ordinance of City Council approved January 24, 1955 the said agreement dated January 4, 1947 was amended by an agreement dated March 16, 1955, to permit the receipt, conveyance and treatment by the City of sewage from a portion of Upper Dublin Township, from three areas of Cheltenham Township and from an additional area of Springfield Township; and

WHEREAS, Pursuant to an ordinance of City Council approved September 26, 1960, the said agreement dated January 4, 1947 was amended by an agreement dated March 1, 1961, permitting the receipt, conveyance and treatment of sewage by the City from an additional area of Upper Dublin Township and from a small area in Whitmarsh Township; and

WHEREAS, Pursuant to an ordinance of City Council approved February 14, 1967, the said agreement dated January 4, 1947 was amended by an agree-

REALTY TRANS. TAX PAID	
STATE	_____
LOCAL	_____
PER	<i>TMM</i>

BOO-3930 PG 211

000924

ment dated March 17, 1967, permitting an increase of the sewage service area in Upper Dublin Township where sewage flows to City's sewers via the Springfield sewer system; and

WHEREAS, There is presently existing within the Township of Whitemarsh a residential area known as the Arlingham Section, adjacent to the Township of Springfield, the natural flow of drainage from the said area is to sewers of the Township of Springfield, thence to sewers of the City; and

WHEREAS, The Township of Springfield has requested City to accept the sewage flow from the said Arlingham Section of Whitemarsh Township, and City has agreed to accept the said sewage flow under certain terms and conditions; and

WHEREAS, Township will extend its Flourtown Collector Sewer along the Wissahickon Creek to a new point of connection with City's Wissahickon Low Level Collector Sewer, permitting gravity flow of the main portion of sewage from Township's sewers to City's sewer system;

1. NOW THEREFORE, The parties mutually agree, the agreement dated March 1, 1961 shall be amended by changing Article 1, subsection "a(3)" to read as follows:

"Whitemarsh Township - Bounded on the west by Wissahickon Creek, on the south by a right-of-way of the Philadelphia Electric Company, on the east by other land, on the north by Valley Green Road, containing 9.780 acres, and in portions of Fort Washington State Park, limited to two connections to the Flourtown Collector Sewer at points one thousand feet (1000') and seventeen hundred feet (1700') respectively, southwest of the Plymouth Branch of the

Reading Company, and to include the Arlington Section of Whitemarsh Township bounded by Bethlehem Pike, Church Road and the Springfield-Whitemarsh Township line".

2. The following adjustment in the flow of sewage through the Erdenheim Gauging Station located at Stenton Avenue and Erdenheim Street shall be made to provide for conveyance and treatment of sewage from the said Arlington Section of Whitemarsh Township and shall remain in effect until Township's Flourtown Collector Sewer is extended and connected to City's system at Station 11+67 on City's system. An additional flow of 0.15 million gallons per 24 hour day with a maximum flow of 0.60 cubic feet per second will be permitted to flow through the Erdenheim Gauging Station. The total flow to be received at said station shall be 2.15 million gallons per 24 hour day with a maximum flow of 4.0 cubic feet per second. This quantity and maximum flow shall remain in effect until Township's Flourtown Collector Sewer is completed and connected to City's Wissahickon Low Level Collector Sewer.

3. Township will extend its Flourtown Collector Sewer along the Wissahickon Creek through Whitemarsh Township, Springfield Township and The City of Philadelphia through property of The First Pennsylvania Banking and Trust Company, Remaining Trustee under the will of Lydia T. Morris, Deceased, to a connection with City's Wissahickon Low Level Collector Sewer at Station 11+67 on City's sewer, as shown on the plan attached hereto and made a part hereof and marked "Exhibit A".

4. Township will abandon its twenty-one inch (21") diameter connecting sewer from Station 44+05 on the Flourtown Collector Sewer to the pumping station on the Springfield-Whitemarsh Township Line, approximately three hundred feet (300') southwest of Stenton Avenue. Township shall also abandon the said pumping station together with the fourteen inch (14") diameter force main from said pumping station to a point in Stenton Avenue approximately four hundred feet (400') northwest of Northwestern Avenue.

5. Township will install a gauging station to be designated as "Wissahickon Gauging Station", on the Flourtown Collector Sewer, located at Station 9+94.82 (thirty feet-30' southeast of the center line of Northwestern Avenue). The said gauging station shall be constructed to accept the flow from the twenty-seven inch (27") diameter Flourtown Collector Sewer, however, a temporary constricted section of the Flourtown Collector Sewer, eighteen inches (18") in diameter shall be constructed northwest of said gauging station from Station 10+93.58 to Station 12+93.58. The said constricted section shall remain in operation, without by-pass, until such time that City's Wissahickon Low Level Collector Sewer is enlarged to accommodate increased flow required by Township. Township agrees to reimburse City for the enlargement of the Wissahickon Low Level Collector Sewer and associated costs, by separate agreement therefor.

6. The said changes, abandonments and additions to Township's sewerage system noted in paragraphs 4 and 5 are shown on the plan attached hereto and made a part hereof and marked "Exhibit B".

7. Upon completion of the aforesaid changes in Township's sewerage system the temporary 18 inch (18") diameter section of said Flourtown

Collector Sewer shall deliver to the said Wissahickon Gauging Station not more than 1.40 million gallons of sewage per 24 hour day, with a maximum flow of 2.15 cubic feet per second, which flow will be received by City's Wissahickon Low Level Collector Sewer at Station 11+67.

At the same time sewage flowing to City's sewer at the Erdenheim Gauging Station shall be reduced to 0.75 million gallons per 24 hour day with a maximum flow of 1.85 cubic feet per second.

These maximum quantities and flows shall remain in effect until City's Wissahickon Low Level Collector Sewer is enlarged and the said 18 inch (18") diameter section between Stations 10+93.58 and 12+93.58 on the said Flourtown Collector is abandoned and sewage flows through the 27 inch (27") sewer to the connection with City's sewer at Station 11+67.

8. Delineation of Service Areas in Whitemarsh Township including the Arlingham Section and all other service areas included in all prior agreements between City and Township are shown on the map attached hereto and made a part hereof and marked "Exhibit C".

9. All articles contained in existing agreements relating to payments of monies by Township to City for sewage service are hereby annulled, effective December 31, 1973 and the following service charge principles shall be placed in effect beginning January 1, 1974.

The Capital, Conveyance of Sewage and Operating Costs in effect under all previous agreements shall be terminated with the billing for 1973, and replaced by a service charge based on Township's proportionate share of the Capital, Conveyance of Sewage and Operating Costs relative to treating

Township's wastewater flow at City's Southwest Water Pollution Control Plant. The service charge shall be determined in accordance with past and estimated future total costs of treating sewage and shall include charges applicable to quantity and quality of the flow delivered by Township. The said service charge shall also include debt service costs as well as the cost of operation, maintenance, repairs, replacements and renewals of the Southwest Water Pollution Control Plant, its equipment facilities and conveyance system.

The said service charge shall be reviewed from time to time, but not less often than five (5) year intervals, with a view toward its revision on the same interval as the service charges to Philadelphia customers are reviewed.

The City shall inform Township of any change in the service charge in the following manner:

- (1) General notice shall be provided one year in advance of any change in service charge.
- (2) Final notice accompanied by supporting material in reasonable detail shall be provided at least ninety days in advance of the effective date of any change in the service charge.

The City shall complete the billing by adding to the service charge a management fee equal to ten percent of the service charge.

Billings under the said service charge will begin with the bill for calendar year 1974. Bills will be rendered quarterly based on actual or estimated quantities. If based on estimates, they shall be adjusted in accordance with actual recorded quantities annually.

Bills of City to Township will be payable within thirty (30) days.
If bills are unpaid after thirty (30) days from the date of said bill interest thereon shall be added at the rate of one percent (1%) per month.

10. Upon completion of the said changes, abandonments and additions to Township's sewerage system and the improvement and enlargement of City's Wissahickon Low Level Collector Sewer, City and Township hereby agree to merge and consolidate the terms and conditions of all prior agreements between City and Township affecting sewage service to Township by City.

11. All the terms and conditions contained in the prior agreements as amended between City and Township not specifically amended by this agreement shall remain in full force and effect until the future consolidated agreement is executed.

12. All the terms and conditions contained in this agreement shall extend to and bind the respective successors and assigns of the parties hereto with the same force and effect as if the words "successors and assigns", had in each case been specifically mentioned.

IN WITNESS WHEREOF, The Water Commissioner has caused this agreement to be executed in behalf of the City pursuant to an ordinance of City Council and the appropriate officers of the Township have executed this agreement and have hereunto affixed the corporate seal of the Township, duly attested, the day and year first above written.

Attest:

THE CITY OF PHILADELPHIA

Charles F. Brennan
Water Commissioner

Attest:

THE TOWNSHIP OF SPRINGFIELD

J. William Siefert
President

Martin Weinberg
MARTIN WEINBERG
City Solicitor


Per *Robert J. [illegible]* 3/17
Assistant

BOOK 3930 PG 217

D-576-106

COMMONWEALTH OF PENNSYLVANIA)
CITY AND COUNTY OF PHILADELPHIA) SS.

BE IT REMEMBERED, that on this 4TH day of March,
A. D., 1974, before me, the subscriber, a Notary Public in and for the
Commonwealth of Pennsylvania, residing in The City of Philadelphia,
personally appeared CARMEN F. GUARINO, personally known to me and to me
known to be the Water Commissioner of The City of Philadelphia, who,
being duly sworn according to law, deposes and says that he resides in
The City of Philadelphia and is the Water Commissioner of the said City;
that the said Agreement was duly executed and delivered by him as and
for the act and deed of The City of Philadelphia under authority of an
Ordinance of City Council approved by the Mayor February 5, 1974
for the uses and purposes therein set forth.


Water Commissioner

Sworn to and subscribed before
me the day and year aforesaid.
Witness my hand and Notarial
Seal.



My Commission Expires .

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF MONTGOMERY) SS.

On the 14th day of March A. D., 1974, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Montgomery, personally appeared JAMES R. FULGINITI, Secretary of the Township of Springfield, who, being duly sworn according to law, says that he was present at the execution of the foregoing Agreement and saw the common or corporate seal of the said Township duly affixed thereto; that the seal as affixed is the common or corporate seal of the said Township, that the above Agreement was duly sealed and delivered by J. William Siefert, President of the Board of Commissioners of the said Township, as and for the act and deed of the said Township, for the uses and purposes therein mentioned, and that the name of this deponent as Secretary and of J. William Siefert, as President of the Board of Commissioners of the said Township, subscribed to the above Agreement in attestation of its due execution and delivery, are in their and each of their respective handwritings.

Elsie S. Geuther

Notary Public

My Commission Expires

ELSIE S. GEUTHER, NOTARY PUBLIC
SPRINGFIELD TOWNSHIP

MY COMMISSION EXPIRES JAN. 27, 1977



UPPER DUBLIN TOWNSHIP

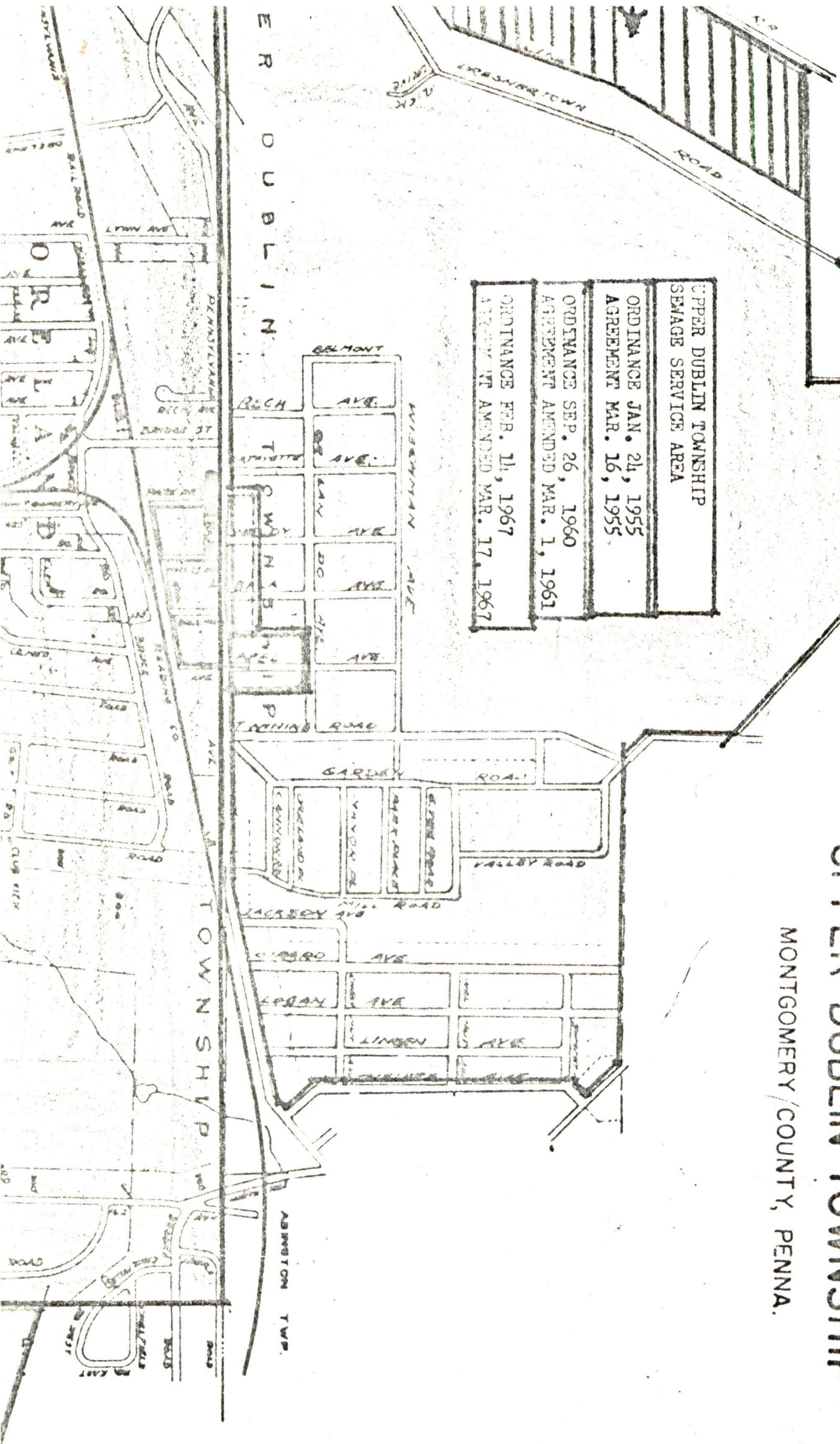
MONTGOMERY COUNTY, PENNA.

UPPER DUBLIN TOWNSHIP
SEWAGE SERVICE AREA

ORDINANCE JAN. 24, 1955
AGREEMENT MAR. 16, 1955

ORDINANCE SEP. 26, 1960
AGREEMENT AMENDED MAR. 1, 1961

ORDINANCE FEB. 14, 1967
AGREEMENT AMENDED MAR. 17, 1967



"EXHIBIT-A"



JUNE 3, 1971

SCALE 1"=100'

PHILADELPHIA COUNTY, PA.

CITY OF PHILADELPHIA

DECEASED

LYDIA T. MORRIS

UNDER THE WILL OF

TRUST COMPANY-REMAINING TRUSTEE

THE FIRST PENNSYLVANIA BANKING AND

FROM

SPRINGFIELD TOWNSHIP

ACQUIRED BY

SAUITARY SEWER R/W

PLAN SHOWING

Section

Avenue

